

LEE TRAN & LIANG LLP
K. Luan Tran (SBN 193808)
Luan.Tran@ltlattorneys.com
Steven C. Gonzalez (SBN 191756)
Steven.gonzalez@ltlattorneys.com
Danielle R. Claxton (SBN 272003)
Danielle.Claxton@ltlattorneys.com
601 S. Figueroa Street, Suite 3900
Los Angeles, California 90017
Tel.: 213-612-8900
Fax: 213-612-3773

Attorneys for Defendant
Home Depot U.S.A., Inc.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION

CHRISTOPHER RICE

Plaintiff,

vs.

HOME DEPOT U.S.A. INC., a Delaware corporation doing business in California, and/or dba THE HOME DEPOT, a business entity form unknown; GLADIS MELENDEZ, an individual; BRIAN REMELIUS, an individual; and DOES 1 through 50, inclusive,

Defendants.

Case No. EDCV14-00105 JGB (DTBx)

[Before the Honorable Judge Jesus G. Bernal in Courtroom 1]

CONFIDENTIALITY ORDER

Complaint Filed: April 5, 2013
Trial Date: July 28, 2015

CONFIDENTIALITY ORDER

GOOD CAUSE APPEARING, the Court hereby approves the Stipulation regarding Confidentiality Order and HEREBY ORDERS THAT:

1. Documents or information produced or provided by the parties during the course of discovery in the above-styled matter may be designated as “Confidential Information” so long as the party who seeks confidentiality has a good faith belief that such document or information is entitled to confidentiality under the terms of this Order.

2. For purposes of this Order, “Confidential Information” means (a) any personnel or personal information for employees of defendant Home Depot U.S.A., Inc. (“Home Depot”), its parent or subsidiaries, including any personnel database identifying such employees, (b) any document or information designated as confidential in accordance with paragraph 6 of this Order, and (c) any aggregation of Confidential Information. The identification of an individual document or category of documents or information as Confidential Information under paragraphs 2(b) or 2(c) may be challenged pursuant to paragraph 10 of this Order.

3. For purposes of this Order, “Document” means all written, recorded, or graphic material, in hard copy or electronic format, including but not limited to deposition transcripts and exhibits, trial and hearing transcripts and exhibits, pleadings, motions, affidavits, and briefs that may quote, summarize, or contain Confidential Information.

4. For purposes of this Order, “Producing Party” means a party that produces Confidential Information or other information in connection with this litigation.

5. For purposes of this Order, “Recipient” means a named party in this litigation (or counsel thereto and their agents) who receives Confidential Information or other information in connection with the litigation.

1 6. A. The Producing Party may designate as Confidential Information any
2 information it believes to be confidential, including, without limitation, (i) non-
3 public information about a past, present or potential employee of Home Depot or a
4 subsidiary, including personnel records, evaluations, compensation levels, databases,
5 surveys, statistical analyses, analyses of personnel practices, or other information
6 incorporating or aggregating information pertaining to individuals, and (ii) trade
7 secrets or other non-public proprietary, strategic or commercial information, data or
8 research of Home Depot or one or more of its subsidiaries.

9 B. To designate Confidential Information on Documents, the Producing Party
10 shall place a legend or stamp upon the Document indicating such in a way that brings
11 the designation to the attention of a reasonable examiner, or otherwise puts the
12 Recipient on reasonable notice that it contains Confidential Information. To
13 designate Confidential Information in testimony (or in exhibits referred to therein),
14 the Producing Party shall (a) make an oral statement to that effect on the record, or
15 (b) notify the Recipient in writing at any time up until twenty (20) days after receipt
16 of the transcript. Documents produced by plaintiff, which are bates stamped 000001
17 through 000360, shall be deemed Confidential Information. Plaintiff need not
18 produce another copy of these already produced documents with a legend or stamp
19 that indicates that the production is designated as Confidential Information.
20 However, should these documents be produced hereinafter, the produced documents
21 shall comply with the requirements of this paragraph.

22 7. The Recipient of Confidential Information shall use that information
23 solely in connection with this litigation, and shall not disclose Confidential
24 Information to any person except:

25 a) named plaintiff, in accordance with the procedures set forth in
26 paragraph 8 of this Order;

27 b) the Court and its officers (including court reporters);
28

1 c) counsel of record in this action and employees of counsel in this action
2 who have been actively engaged in the conduct of this litigation;

3 d) Home Depot's or its subsidiaries' or affiliates' in-house counsel;

4 e) experts or litigation consultants engaged by counsel to assist in this
5 litigation, provided that these expert witnesses or litigation consultants expressly
6 agree to be bound by the terms of this Order and not to disclose Confidential
7 Information except as permitted herein;

8 f) fact witnesses providing testimony by deposition or at any court
9 proceeding in this case but only in accordance with the procedures set forth in
10 paragraph 8 of this Order.

11 8. The Recipient of Confidential Information shall disclose such
12 information to persons set forth in paragraphs 7(a) or 7(f), of this Order only under
13 the conditions set forth below:

14 a) Prior to disclosure of Confidential Information to persons described in
15 paragraphs 7(a) or 7(f), the Recipient shall advise that person that, pursuant to this
16 Order, he or she may not divulge such information to any other individual.

17 b) Any person who receives Confidential Information pursuant to
18 paragraphs 7(a) or 7(f), shall execute an Agreement in the form annexed hereto as
19 Exhibit A. Each original, executed Agreement shall be maintained in the files of the
20 Recipient and shall be available for review by all counsel and parties upon
21 reasonable notice.

22 c) The Recipient who discloses Confidential Information pursuant to
23 paragraphs 7(a) or 7(f), shall maintain a list specifically identifying the persons to
24 whom the information was disclosed and the Bates number and/or other means
25 sufficient to identify such information disclosed.

26 9. In the event the Recipient disputes the Producing Party's designation of
27 individual documents or a category of documents or information as Confidential
28 Information, the Recipient shall notify the Producing Party in writing of such

1 dispute. In an effort to settle such dispute without judicial intervention, the parties
2 shall meet and confer to determine whether the restrictions imposed by this Order are
3 warranted with respect to such disputed information. If resolution of the dispute
4 cannot be reached, the Recipient may move the Court for an appropriate
5 determination. Any motion made pursuant to this paragraph must strictly comply
6 with Local Rule 37-1 and Local Rule 37-2 of the Local Rules for the United States
7 District Court, Central District of California. In connection with such a motion, the
8 Producing Party shall bear the burden to show that the information is entitled to
9 continued protection under the Federal Rules of Civil Procedure and applicable case
10 law. During the pendency of such dispute or motion, and until the court may rule
11 otherwise, the information designated Confidential Information shall remain subject
12 to the designations and restrictions of this Order.

13 10. Inadvertent failure to designate Confidential Information shall not be
14 construed as a waiver, in whole or in part, and may be corrected by the Producing
15 Party by written notification to the Recipient promptly upon discovery of the failure
16 to designate.

17 11. All information obtained by a Recipient in discovery in this litigation,
18 regardless of whether it is Confidential Information, shall be used by the Recipient
19 solely for the prosecution or defense of the claims in this litigation, and shall not be
20 used by the Recipient in any other legal action, or for any business, commercial,
21 competitive, personal, publicity, media or other purpose, except that nothing herein
22 shall preclude Home Depot (or a subsidiary of it) from pursuing legal or other
23 business action in discovered instances of misconduct as to its own employees or
24 ensuring that its employees are acting in accordance with the law. No Recipient or
25 other person to whom Confidential Information is disclosed shall copy, transcribe, or
26 otherwise reproduce in written or any other form any part or portion of any
27 Confidential Information except as necessary for purposes of the litigation.

1 12. Within fifteen business days after the conclusion of this litigation, by
2 adjudication (including appeals) or otherwise, the Recipient shall return to the
3 Producing Party all Confidential Information, all copies of such information, and any
4 Documents incorporating such information. Alternatively, at the request of the
5 Producing Party, the Recipient shall destroy all such materials and certify in writing
6 that all such materials have been destroyed.

7 13. Confidential Information shall not be filed in the public record of this
8 litigation. Any Confidential Information that is filed with the Court, and any
9 pleadings, motions, or other papers filed with the Court containing such information,
10 shall be filed in a sealed envelope accompanied by a request that the Court file and
11 maintain the information under seal. Where possible, only the portions of filings
12 containing Confidential Information shall be filed with the Court under seal.

13 14. The restrictions set forth in this Order shall not apply to:

14 a) information that was, is or becomes public knowledge through its
15 authorized release by a person or entity who rightfully obtained and possesses such
16 information during the normal course of business, and not in violation of this Order;

17 b) Home Depot (or its subsidiaries), with respect to its own information or
18 information received or created during the normal course of its own business.

19 Whether information that becomes a matter of public record in any other
20 manner may still be subject to protection as confidential shall be determined
21 according to the standards and procedures set forth in paragraphs 2 through 10 of this
22 Order. The owner of Confidential Information shall be able to seek protection of that
23 information in accordance with paragraph 6 of this Order even if it did not produce
24 that information in discovery.

25 15. Nothing in this Order shall be deemed to be a limit or waiver of the
26 attorney-client privilege, the work product privilege, or any other relevant privilege.
27 Further, inadvertent production of privileged information shall not waive the
28 privilege. If privileged information is inadvertently produced, the Recipient agrees

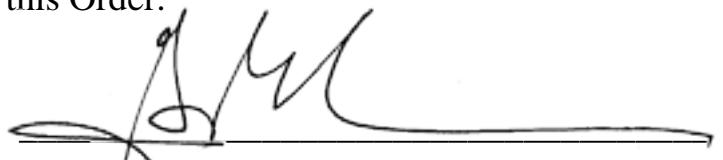
1 that, upon request from the Producing Party, it shall promptly return all copies of
2 Documents containing the privileged information, delete any versions of the
3 Documents containing the privileged information on any database or computer filing
4 system it maintains, and make no use of the privileged information.

5 16. Nothing in this Order shall prohibit any party from objecting to the
6 production or disclosure of Confidential Information solely on the grounds that such
7 information is confidential or sensitive, or on any other grounds. Furthermore,
8 nothing in this Order shall preclude the parties from objecting to the admissibility or
9 use of Confidential Information.

10 17. In the event that either plaintiff, Home Depot, or their respective
11 counsel obtains information from a third party that either plaintiff or Home Depot
12 believes is confidential, the information may be designated as Confidential
13 Information pursuant to this Stipulation and shall be treated as such in accordance
14 with this Stipulation.

15 18. If a Recipient discloses Confidential Information in a manner not
16 authorized herein, the Recipient must immediately and in writing notify the
17 Producing Party of all pertinent facts relating to such disclosure and, without
18 prejudice to other rights and remedies of the Producing Party, make every effort to
19 prevent further disclosure by the Recipient or by the person to whom the Recipient
20 disclosed such information.

21 19. The Court shall retain jurisdiction, both before and after the entry of
22 final judgment in this case, whether by settlement or adjudication, to construe,
23 enforce, and amend the provisions of this Order.

24
25 
26 Hon. Jesus G. Bernal
27

28 Dated: June 26, 2014

EXHIBIT A

**AGREEMENT CONCERNING INFORMATION COVERED BY A
PROTECTIVE ORDER ENTERED IN THE UNITED STATES DISTRICT
COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA**

The undersigned hereby acknowledges that he/she has read the Confidentiality Protective Order (“Order”) in *Christopher Rice v. Home Depot U.S.A. Inc., Gladis Melendez; and Brian Remelius*, Civil Action No. EDCV14-00105 JGB (DTBx) and understands its terms, agrees to be bound by each of those terms, and agrees to subject himself/herself personally to the jurisdiction of the United States District Court, Central District of California, Eastern Division for the purpose of enforcing its terms. Specifically, and without limitation upon such terms, the undersigned agrees not to use or disclose any Confidential Information made available to him/her other than in accordance with the Order.

Dated: _____, 2014

By: _____

(Type or print name of individual)

Of: _____

Name of Employer